



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

and the Contractor:
(Name, address and other information)

for the following Project:
| (Name, location, and detailed description)

The Architect:
(Name, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work. The Work is, except as specifically indicated in the Contract Documents to be the responsibility of others, the work described in the Contract Documents and the work which can reasonably be inferred as necessary to produce the results intended by the Contract Documents and, except to the extent inconsistent with the Contract Documents, such construction and services as are usually and customarily provided in conjunction with, or in furtherance of, such work.

§ 2.2 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with the with the highest prevailing applicable professional or industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; and (vi) in a manner that will not exceed the contract Sum as set forth in the Agreement (the standards of this Section 2.2 shall be referred to herein as the "Contractor's Standard of Care"). The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 2.3 The Contractor shall perform the Work in accordance with the Contract Documents and the Conditions, as defined in the AIA A201, and the Contractor shall obtain and post all necessary permits at the site.

§ 2.4 If the Contractor is a "nonresident contractor" as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as revised, the Contractor shall comply fully with the provisions of Section 12-430(7) and, prior to commencing the Work, shall furnish the Owner with a copy of the requisite certificate of compliance set forth in subparagraph (E) of Section 12-430(7).

§ 2.5 The Contractor shall schedule and perform the Work so as not to interfere with any other related or unrelated work being performed by the Owner in or about the site.

§ 2.6 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement and the final completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder in a timely manner and has sufficient experience and competence to do so;
- .3 the Contractor is authorized to do business in the State of Connecticut and is properly licensed by all necessary governmental authorities having jurisdiction over the Contractor and the Project; and
- .4 the Contractor has visited the site of the Project and become familiar with the Contract Documents and the conditions of the site, and knows of no reason why the Work cannot be performed as set forth in the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Paragraphs deleted)

§ 3.4 As TIME IS OF THE ESSENCE in the completion of the Work, it is agreed that if the Contractor fails to substantially complete the Work by the Substantial Completion Date of _____, the Contractor will pay to the Owner, as liquidated damages and not as a penalty, the sum of _____ per day (including Saturdays, Sundays and holidays) for each day after _____ until Substantial Completion. Such damages are provided for because it will be impracticable and extremely difficult to fix actual damages that the Owner will sustain due to such a delay. The Project shall be deemed to have achieved Substantial Completion when the Architect has issued a Certificate of Substantial Completion and the Project may be used and occupied by the Owner as intended.

§ 3.5 FINAL COMPLETION

The Work shall be deemed to have achieved Final Completion when all of the items set forth in Section 3.3 hereof

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have occurred and all of the following additional items have occurred:

- .1 The Architect has issued a Final Certificate for Payment;
- .2 All punch list items have been completed to the satisfaction of the Architect and the Owner; and
- .3 The Owner has received full and final lien waivers from the Contractor and all subcontractors and material suppliers, irrespective of tier, together with a Contractor's affidavit or sworn statement covering all Work for the Project in the form of AIA documents G706 and G706A, respectively.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
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§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, including all supporting documentation reasonably requested of the Contractor by the Architect or the Owner and Certificates for Payment issued by the Architect, the Owner shall, upon its determination that the Work or a portion of the Work, as applicable, has been completed in a manner consistent with the Contract Documents, make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of (). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ();
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the circumstances described in this Section 5.1.7.

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled

(Paragraphs deleted)
claims.

- .2 Pursuant to Section 9.8.5 of AIA Document A201–2007, add, upon Substantial Completion, the total retainage, less, notwithstanding anything to the contrary in the Contract Documents, an amount equal to 200% of the cost reasonably estimated to complete "punch list" items and achieve Final Completion of the Work. If the Contractor fails to complete the items on the "punch list," the Owner may use the retainage to complete such items and the Contractor shall forfeit all rights to such retainage amounts as the Owner so uses.
- .3 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make any payment to the Contractor hereunder if any one or more of the following conditions exist:

- .1 The Contractor is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;
- .2 Any part of such payment is attributable to Work which, because of the fault or neglect of the Contractor, is defective or not performed in accordance with the Contract Documents; provided,

however, such payment shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not otherwise defective; or

- .3 The Contractor has failed to make payments properly to the Contractor's subcontractors or for material or labor used in the Work for which the Owner has made payment to the Contractor.

§ 5.4 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Contract Documents. With the submission of each Application for Payment, beginning with the second Application for Payment, the Contractor shall furnish to the Owner a release and waiver of mechanics liens from Subcontractors and material suppliers for all previous payments made by the Owner.

§ 5.5 Upon completion of the Work, the Contractor shall furnish to the Owner or, at the Owner's direction, to the Architect, any of the documents used in construction ("Record Drawings"), marked neatly with red pencil to record all changes made during construction. The Record Drawings shall consist of carefully drawn markings on a set of black and white prints of the drawings obtained especially for the purpose. The Contractor shall identify all changes and circle them. The Contractor shall indicate on the job set of drawings, at the time it occurs, each such field change, for transfer to the Record Drawings.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or any other AIA document or provision, the reference refers to that document or provision as amended by the Owner and, if applicable, any other party to such document, or as amended and supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

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§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 The Contractor shall promptly pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Owner. Pursuant to Connecticut General Statutes Section 49-41a, the Contractor must make such payments within 30 days of receipt of payment from Owner. Provided that the Owner shall have paid to the Contractor all amount properly due and owing under the Contract Documents, the Contractor shall indemnify and hold the Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, any Subcontractor, or anyone claiming by, through or under them. Nothing herein shall alter the responsibility of the Contractor to make payments to Subcontractors or materialmen within the periods required elsewhere in the Contract Documents.

§ 8.6.2 Pursuant to Connecticut General Statute Section 49-41a; the Contractor shall require in its agreements with each Subcontractor that such Subcontractor shall, within 30 days of receipt of payment from Contractor, pay any amounts due any Sub-subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Subcontractor and paid by the Contractor. Nothing herein shall alter the responsibility of the Contractor to require Subcontractors to make payments to Sub-subcontractors within the periods required elsewhere in the Contract Documents.

§ 8.6.3 The wages paid on a hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

§ 8.6.4 To the extent consistent with any provision regarding residence requirements contained in a collective bargaining agreement to which the Contractor is a party, in the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market area, as established by the Labor Commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three months prior to the date hereof.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor. Unless explicitly stated otherwise, in the event of a direct conflict between the provisions of this Agreement and the AIA Document A201 described in Section 9.1.2 hereof regarding the rights and responsibilities of the Contractor, the provisions of this Agreement shall govern.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

§ 10.1 The insurance required by Section 11.1.1 of AIA Document A201–2007 shall be written for not less than the amounts in this Section 10.1, or greater if required by law. The insurance required under this Section 10.1 shall comply in all ways with the requirements of insurance required pursuant to Section 11.1.1 of AIA Document A201–2007. If no amounts are provided in this Section 10.1., the Contractor shall obtain insurance in such amounts as are specified in Section 11.1.2.1 of AIA Document A201–2007. To the extent the amounts provided in this Section 10.1 are inconsistent with the amounts provided in Section 11.1.2.1 of AIA Document A201–2007, the provisions of this Section 10.1 shall govern. **[subject to Review by Owner’s Risk Manager]**

- .1 Workers’ Compensation (waiver of subrogation required):
 - a. State
 - b. Voluntary Compensation (by any exempt entities):
Same as State Workers’ Compensation
 - c. Employers Liability:
\$ _____ Each Accident
\$ _____ Disease, Policy Limit
\$ _____ Disease, Each Employee

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- .2 Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
- a. Bodily Injury
\$ _____ Each Occurrence
\$ _____ Per Location/Per Site General Aggregate
 - b. Property Damage:
Included Each Occurrence
Included Aggregate
 - c. Products and Completed Operations shall be maintained for five (5) years after final payment
 - d. Property Damage Liability Insurance shall provide explosion, collapse and underground coverage as applicable
 - e. Contractual Liability (Hold Harmless Coverage):
Bodily Injury:
\$ _____ Each Occurrence
Property Damage:
Included Each Occurrence
Included Aggregate
 - f. Personal Injury with Employment Exclusion deleted:
\$ _____ Aggregate
 - g. If the General Liability policy includes a General Aggregate, such Aggregate shall not be less than _____. Policy shall be endorsed to have General aggregate apply to this Project only.
- .3 Umbrella Excess Liability
\$ _____ Over primary insurance
\$ _____ Retention
- .4 Comprehensive Automobile Liability (owned, non - owned, hired):
- a. Bodily Injury:
\$ _____ Per Accident
 - b. Property Damage:
Included Each Occurrence

§ 10.2 The Contractor shall furnish a bond covering the faithful performance of the Contract. The amount of such bond shall be equal to _____ (____%) of the Contract Sum. The Owner shall be shown as the obligee. The Contractor shall deliver the executed, approved bond to the Owner within three (3) business days after execution of this Contract.

(Table deleted)

§ 10.3 Pursuant to Connecticut General Statutes Section 49-41, the Contractor shall furnish to the Owner, on or before the date of award, a Payment Bond equal to one hundred percent (100%) of the Contract Sum with a surety satisfactory to the Owner and in the form set forth in the Bid Documents.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:52:55 on 12/19/2008.

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(Name, ~~location~~ location, and detailed description)

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~~The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.~~ § 2.1 The Contractor shall fully execute the Work. The Work is, except as specifically indicated in the Contract Documents to be the responsibility of others, the work described in the Contract Documents and the work which can reasonably be inferred as necessary to produce the results intended by the Contract Documents and, except to the extent inconsistent with the Contract Documents, such construction and services as are usually and customarily provided in conjunction with, or in furtherance of, such work.

§ 2.2 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with the with the highest prevailing applicable professional or industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; and (vi) in a manner that will not exceed the contract Sum as set forth in the Agreement (the standards of this Section 2.2 shall be referred to herein as the "Contractor's Standard of Care"). The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 2.3 The Contractor shall perform the Work in accordance with the Contract Documents and the Conditions, as defined in the AIA A201, and the Contractor shall obtain and post all necessary permits at the site.

§ 2.4 If the Contractor is a "nonresident contractor" as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as revised, the Contractor shall comply fully with the provisions of Section 12-430(7) and, prior to commencing the Work, shall furnish the Owner with a copy of the requisite certificate of compliance set forth in subparagraph (E) of Section 12-430(7).

§ 2.5 The Contractor shall schedule and perform the Work so as not to interfere with any other related or unrelated work being performed by the Owner in or about the site.

§ 2.6 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement and the final completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder in a timely manner and has sufficient experience and competence to do so;
- .3 the Contractor is authorized to do business in the State of Connecticut and is properly licensed by all necessary governmental authorities having jurisdiction over the Contractor and the Project; and
- .4 the Contractor has visited the site of the Project and become familiar with the Contract Documents and the conditions of the site, and knows of no reason why the Work cannot be performed as set forth in the Contract Documents.

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, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.4 As TIME IS OF THE ESSENCE in the completion of the Work, it is agreed that if the Contractor fails to substantially complete the Work by the Substantial Completion Date of _____, the Contractor will pay to the Owner, as liquidated damages and not as a penalty, the sum of _____ per day (including Saturdays, Sundays and holidays) for each day after _____ until Substantial Completion. Such damages are provided for because it will be impracticable and extremely difficult to fix actual damages that the Owner will sustain due to such a delay. The Project shall be deemed to have achieved Substantial Completion when the Architect has issued a Certificate of Substantial Completion and the Project may be used and occupied by the Owner as intended.

§ 3.5 FINAL COMPLETION

The Work shall be deemed to have achieved Final Completion when all of the items set forth in Section 3.3 hereof have occurred and all of the following additional items have occurred:

- .1 The Architect has issued a Final Certificate for Payment;
- .2 All punch list items have been completed to the satisfaction of the Architect and the Owner; and
- .3 The Owner has received full and final lien waivers from the Contractor and all subcontractors and material suppliers, irrespective of tier, together with a Contractor's affidavit or sworn statement covering all Work for the Project in the form of AIA documents G706 and G706A, respectively.

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§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, including all supporting documentation reasonably requested of the Contractor by the Architect or the Owner and Certificates for Payment issued by the Architect, the Owner ~~shall~~ shall, upon its determination that the Work or a portion of the Work, as applicable, has been completed in a manner consistent with the Contract Documents, make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the _____ day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

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§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the ~~following circumstances:~~ circumstances described in this Section 5.1.7.

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled ~~claims; and~~
(~~Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.~~)
- ~~.2 Add, claims.~~
- .2 Pursuant to Section 9.8.5 of AIA Document A201-2007, add, upon Substantial Completion, the total retainage, less, notwithstanding anything to the contrary in the Contract Documents, an amount equal to 200% of the cost reasonably estimated to complete "punch list" items and achieve Final Completion of the Work. If the Contractor fails to complete the items on the "punch list," the Owner may use the retainage to complete such items and the Contractor shall forfeit all rights to such retainage amounts as the Owner so uses.
- .3 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

...

§ 5.3 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make any payment to the Contractor hereunder if any one or more of the following conditions exist:

- .1 The Contractor is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;
- .2 Any part of such payment is attributable to Work which, because of the fault or neglect of the Contractor, is defective or not performed in accordance with the Contract Documents; provided, however, such payment shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not otherwise defective; or
- .3 The Contractor has failed to make payments properly to the Contractor's subcontractors or for material or labor used in the Work for which the Owner has made payment to the Contractor.

§ 5.4 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Contract Documents. With the submission of each Application for Payment, beginning with the second Application for Payment, the Contractor shall furnish to the Owner a release and waiver of mechanics liens from Subcontractors and material suppliers for all previous payments made by the Owner.

§ 5.5 Upon completion of the Work, the Contractor shall furnish to the Owner or, at the Owner's direction, to the Architect, any of the documents used in construction ("Record Drawings"), marked neatly with red pencil to record all changes made during construction. The Record Drawings shall consist of carefully drawn markings on a set of black and white prints of the drawings obtained especially for the purpose. The Contractor shall identify all changes and circle them. The Contractor shall indicate on the job set of drawings, at the time it occurs, each such field change, for transfer to the Record Drawings.

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§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or ~~another Contract Document, any other AIA document or provision,~~ the reference refers to that document or provision as amended by the Owner and, if applicable, any other party to such document, or as amended and supplemented by other provisions of the Contract Documents.

...

per annum

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§ 8.6.1 The Contractor shall promptly pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Owner. Pursuant to Connecticut General Statutes Section 49-41a, the Contractor must make such payments within 30 days of receipt of payment from Owner. Provided that the Owner shall have paid to the

Contractor all amount properly due and owing under the Contract Documents, the Contractor shall indemnify and hold the Owner harmless from any liens, claims, security interests or encumbrances filed by the Contractor, any Subcontractor, or anyone claiming by, through or under them. Nothing herein shall alter the responsibility of the Contractor to make payments to Subcontractors or materialmen within the periods required elsewhere in the Contract Documents.

§ 8.6.2 Pursuant to Connecticut General Statute Section 49-41a; the Contractor shall require in its agreements with each Subcontractor that such Subcontractor shall, within 30 days of receipt of payment from Contractor, pay any amounts due any Sub-subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Subcontractor and paid by the Contractor. Nothing herein shall alter the responsibility of the Contractor to require Subcontractors to make payments to Sub-subcontractors within the periods required elsewhere in the Contract Documents.

§ 8.6.3 The wages paid on a hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

§ 8.6.4 To the extent consistent with any provision regarding residence requirements contained in a collective bargaining agreement to which the Contractor is a party, in the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market area, as established by the Labor Commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three months prior to the date hereof.

...

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor. Unless explicitly stated otherwise, in the event of a direct conflict between the provisions of this Agreement and the AIA Document A201 described in Section 9.1.2 hereof regarding the rights and responsibilities of the Contractor, the provisions of this Agreement shall govern.

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Title of Specifications exhibit:

Section	Title	Date	Pages
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...

Title of Drawings exhibit:

Number	Title	Date
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...

~~The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.~~

~~(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)~~

§ 10.1 The insurance required by Section 11.1.1 of AIA Document A201–2007 shall be written for not less than the amounts in this Section 10.1, or greater if required by law. The insurance required under this Section 10.1 shall comply in all ways with the requirements of insurance required pursuant to Section 11.1.1 of AIA Document A201–2007. If no amounts are provided in this Section 10.1., the Contractor shall obtain insurance in such amounts as are specified in Section 11.1.2.1 of AIA Document A201–2007. To the extent the amounts provided in this Section 10.1 are inconsistent with the amounts provided in Section 11.1.2.1 of AIA Document A201–2007, the provisions of this Section 10.1 shall govern. **[subject to Review by Owner’s Risk Manager]**

- .1** Workers’ Compensation (waiver of subrogation required):
 - a.** State
 - b.** Voluntary Compensation (by any exempt entities):
Same as State Workers’ Compensation
 - c.** Employers Liability:
 - \$ _____ Each Accident
 - \$ _____ Disease, Policy Limit
 - \$ _____ Disease, Each Employee
- .2** Commercial General Liability (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage):
 - a.** Bodily Injury
 - \$ _____ Each Occurrence
 - \$ _____ Per Location/Per Site General Aggregate
 - b.** Property Damage:
 - Included Each Occurrence
 - Included Aggregate
 - c.** Products and Completed Operations shall be maintained for five (5) years after final payment
 - d.** Property Damage Liability Insurance shall provide explosion, collapse and underground coverage as applicable
 - e.** Contractual Liability (Hold Harmless Coverage):
 - Bodily Injury:
 - \$ _____ Each Occurrence
 - Property Damage:
 - Included Each Occurrence
 - Included Aggregate
 - f.** Personal Injury with Employment Exclusion deleted:
 - \$ _____ Aggregate
 - g.** If the General Liability policy includes a General Aggregate, such Aggregate shall not be less than _____ . Policy shall be endorsed to have General aggregate apply to this Project only.
- .3** Umbrella Excess Liability
 - \$ _____ Over primary insurance
 - \$ _____ Retention
- .4** Comprehensive Automobile Liability (owned, non - owned, hired):
 - a.** Bodily Injury:
 - \$ _____ Per Accident
 - b.** Property Damage:
 - Included Each Occurrence

§ 10.2 The Contractor shall furnish a bond covering the faithful performance of the Contract. The amount of such bond shall be equal to _____ (_____ %) of the Contract Sum. The Owner shall be shown as the obligee. The Contractor shall deliver the executed, approved bond to the Owner within three (3) business days after execution of this Contract.

Type of insurance or bond

Limit of liability or bond amount (\$ 0.00)

§ 10.3 Pursuant to Connecticut General Statutes Section 49-41, the Contractor shall furnish to the Owner, on or before the date of award, a Payment Bond equal to one hundred percent (100%) of the Contract Sum with a surety satisfactory to the Owner and in the form set forth in the Bid Documents.



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:52:55 on 12/19/2008 under Order No. 1000381180_2 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)